3/8/2006 2:46:46 PM

CapitalOne

.CapitalOne

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App ID: Y00000002683353

Doctor ID: 193545 Amount \$15,540.00

Term: 60 Rate: 19.9% Sol ID: 7801

Capital One Healthcare Finance Financing Authorization Form

I/We hereby authorize Capital One, F.S.B. to activate my Capital One Healthcare Finance loan in order to pay my procedure see. I hereby request the amount financed \$15,540.00 be paid to Dr. Vital Dent of New York, NY. I agree to a repayment term of 60 months.

I acknowledge that I have received and kept a copy of page 1 and 2 of my Promissory Note and Disclosure. I agree to repay the amount financed under the terms of my Promissory Note.

Today's Date: 3/6/06 Sign here: 6

Official Use Only

Capital One

PROMISSORY NOTE AND DISCLOSURE

- "I", "me" and "my" mean each person who signs this Note below.
- "You," "your" and "Bank" refer to Capital One, F.S.B., or Capital One Bank (Capital One), the creditor of the transaction.
- 1. Promise to Pay. For value received, I agree to pay you \$15,540.00 of principal, plus interest at the rate of 19.9% per year. I will pay these amounts under the terms of this Note and the Truth-in-Lending Disclosures below.
- 2. Minimum Payments. My Minimum Payments will be equal to the amount necessary to repay, in full and in substantially equal payments, all amounts I owe under this Note in accordance with the payment schedule shown in the Disclosures. I will make payments to: Capital One, PO Box 85184, Richmond, VA 23285-5184. Subject to applicable law, you will apply my payments to the amounts I owe under this Note in any order you choose. I may not tell you what order to use when you apply payments to what I owe under this Note.
- 3. Return Check Charge. If I pay with a check, which is dishonored or returned, I agree to pay on demand a charge of \$25.
- 4. Default. I will be in default if any of the following events happens: (i) I have made any false or misleading statement(s) in my application for this Note or any other loan I may have with you. (ii) I fail to make a payment when it is due under this Note or any other loan I may have with you. (iii) I fail to comply fully with any term or condition of this Note or any other loan or agreement I may have with you. (iv) I file or someone else files against me a petition in bankruptcy. (v) I die. (vi) You believe there is a material adverse change in my financial condition that appears to substantially reduce my ability to repay this Note.
- 5. Remedies on Default. If I am in default under this Note, you will have all of the rights and remedies

- available at law or in equity, in addition to the specific rights and remedies set forth in this Note. You may exercise any, some or all of your rights and remedies, in your sole discretion. If I am in default under this Note you may, at your option, require me to pay immediately the entire amount I owe you under this Note, in full. You may do this without giving me any advance notice, unless otherwise required by applicable law.
- 6. Late Charge. If any part of a payment is more than seven (7) days late, I agree that Capital One may charge a late fee of \$29.
- 7. Final Payment, Late Charge, and Returned Check Charge. A loan which has unpaid principal, interest, late fees, returned check charges or any other fees or charges at the end of the term will not be regarded as "paid in full".
- 8. Miscellaneous. This loan may be sold at Capital One's discretion. Applicable federal law and the laws of the State of Virginia govern this Note including the rate of interest and fees. If more than one of us has signed below, each of us is fully responsible for all obligations under this Note, including payment to you of the entire amount owed under this Note.

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER

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TRUTH-IN-LENDING DISCLOSURES

	Annual Percentage Rate	FINANCE CHARGE	Amount Financed	Total of
itarra padradi "Gibes in Lawrence, esp	The cost of my credit as a yearly rate	The dollar amount the credit will cost me	The amount of credit provided to me or on my behalf	Payments The amount I will have paid when I have made all scheduled payments
_	19.9%	\$9,111.00	\$15,540.00	\$24,651.00

My payment schedule will be:

Number of Payments Amount of Payments			
Amount Amoun	t of Paymente		
		A A S A S A S A S A S A S A S A S A S A	
co.		First Payment is due approximately 32 days from the date it	
. 00	8410.85	and approximately 32 days from the date ?	he i
	7 4.50	loan proceeds are disbursed	į
•			1

Prepayment: If I pay off early, I will not have to pay a penalty.

Late Charge: If any part of a payment is more than seven (7) days late a late fee of \$29 will be assessed. Capital One is the creditor of the transaction.

"e" means an estimate

itemization of the Amount Financed of \$15,540.00 Amount Paid to others on your behalf: \$15,540,00 paid to Dr. Vital Dent

NOTICE TO COSIGNER You are being asked to become liable on this debt. Think carefully before you do. If the Borrower does not pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the Borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

KEEP PAGE 1 AND 2 OF THE PROMISSORY NOTE AND DISCLOSURE FOR YOUR RECORDS

The Bank can collect this debt from you without first trying to collect from the Borrower. The Bank can use the same collection methods against you that can be used against the Borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt.

